

## WILLOWDENE NURSERY SCHOOL TERMS AND CONDITIONS

### Registered with the Early Years Directorate of Ofsted - Registration Number 507837

*Willowdene Nursery School believes in providing a safe and caring environment. We strive to provide an enriching learning experience in which a child in our care can feel secure and loved. We want our parents to be able to leave their children in the knowledge that they are happy and being well looked after. In order to be able to do this, we believe that there needs to be a formal agreement between the Nursery and Parents. The rules about notice and payment of fees are designed to promote stability, assist forward planning and the proper resourcing of the Nursery. Nothing within these terms and conditions affects the parent/carer's statutory rights. We may change the terms and conditions where such change arises from regulatory issues or changes in legislation affecting us, proposed changes in invoicing procedures, or in our reasonable opinion it is in the interests of children attending the Nursery. We will give you at least one month's written notice of such change.*

To enable us to provide and maintain the highest standards of care we require all parents to be aware of, and abide by, the following conditions.

### ADMISSION AND ATTENDANCE

Children will be considered for entry to the Nursery when the Enquiry form has been completed and returned to us. A child's place is guaranteed once the Confirmation of Acceptance and a non-refundable administration fee is paid. Cancellation or amendment charges **before attendance** are:

NOTICE PERIOD ( TIME BEFORE START DATE)	OVER 4 MONTHS	LESS THAN 4 MONTHS	LESS THAN 2 MONTHS	LESS THAN 1 MONTH
CANCELLATION OF ALL SESSIONS	NO CHARGE	ONE MONTH'S FEES	TWO MONTHS FEES	THREE MONTHS FEES
CHANGE TO NUMBER OF SESSIONS	NO CHARGE	ONE MONTH'S FEES OF THE CANCELLED SESSIONS	TWO MONTH'S FEES OF THE CANCELLED SESSIONS	THREE MONTH'S FEES OF THE CANCELLED SESSIONS
CHANGE TO START DATE ( POSTPONEMENT OF SESSIONS)  CHANGE TO BOOKING	There is no charge for postponement of sessions by one month of the start date above. Longer than one month deferment will result in cancellation of bookings and your space will be offered to children on our waiting list. If you wish us to hold your place, full payment will need to be made for the duration of postponement period. Re-registration for spaces at your preferred later date will be possible, but will be dependent on our availability. Changes that do not reduce the number of sessions booked ( eg swap a reserved day) can be made if available. Decreasing the number of sessions booked will be considered however we reserve the right to <u>cancel your booking and withhold all or part of the deposit</u> if the decrease is greater than one day or two half sessions, or there is an unreasonable delay to the start date. <b>It is not possible to reduce your booking for 12 weeks after commencement.</b>			

Once your child has attended Willowdene for 12 weeks , **SIX WEEKS** written notice is required if you wish to withdraw your child from the nursery. Fees are payable during the whole of this time, fees are also payable if there is any delay in taking up the place once accepted. Any additional, or change of sessions, does not affect this contract. The nursery is closed for one week at Christmas and all bank holidays, when fees are not payable. However charges will be made when the Nursery is closed for Staff training days ( a maximum of three days per year ) Staff training is a requirement set out by our local borough and Ofsted, and ensures your child receives the best care possible as better trained staff are better equipped to help your child develop essential skills. Parents will be notified well in advance of day closures.

The nursery, in line with other nurseries, operates a policy of "minimum sessions." this aids your child settling into the nursery initially and then optimises maximum development from their time in the nursery. Our minimum attendance is 25 hrs per week for under 3yrs and 15hrs per week for 3years and over.

### FEES

We require a deposit of two week's fees payable **before** your child starts Nursery. Your deposit will be refunded from your child's last month of attendance subject to either the completion of a six weeks paid notice period, and/or as long as all fees and any extra charges have been settled. Fees are payable on the 1<sup>st</sup> of each calendar month **in advance**. Fees are based on the child's monthly attendance. Payments may be made by Direct Debit, Childcare Vouchers, Cash or Credit/Debit Card. Please note the onus is on the parent/carer to ensure you receive a receipt for all cash payments. Direct Debits are strongly recommended to ensure that charges for late payment are not incurred. A Direct Debit mandate will be sent with all initial invoices to facilitate this. **Fees are payable all year , on Staff Training closure days and during periods of absence from the Nursery, including sickness and holidays.** This rule is necessary so that the nursery can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents. There will be a small increase in fees annually (each April) to cover rising costs. No compensation will be paid or refund given if the nursery has to be closed due to any reason beyond the control of the nursery, such as power failures or weather conditions. Holding fees are charged for extra sessions required later in the school year.

**Late payments received beyond the 10<sup>th</sup> of each month will incur a £5.00 charge per calendar day. Failure to meet payment by 20<sup>th</sup> of the month will result in the termination of the nursery place.** Please note: We are not liable for collection from third parties e.g. voucher providers. The parents remain responsible for all outstanding fees. If you default on payment we reserve the right to refer the debt to Daniel Silverman Ltd. who will instigate the necessary legal action.

Any additional hours required must be agreed with the Nursery and paid as extras. Additional hours must be paid for in advance and are not refunded if cancelled. Payment in arrears is not acceptable.

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### FUNDED SESSIONS

Once your child is eligible for funded sessions, attendance will be charged at an hourly rate.

If a child is eligible for 30hr funding, attendance must be a minimum of 30hrs. Funding will be 'stretched' over 51 weeks making 22 funded hours claimable per week.

If a child is eligible for 15hr funding ( all children from the term after their 3rd birthday), attendance must be a minimum of 15hrs. Funding will be stretched making 11funded hours claimable x 51 weeks.

### COLLECTION

Please collect your child promptly at the agreed time. Late collection is distressing for the child and inconveniences staff who expect to leave work at the correct time .We are advised by Ofsted and Social Services that any child not collected within half an hour of their allotted collection time should be reported to them as a 'Non Collection of child' , whereby the child is handed over to the Social Services care. Parents collecting children late from the Nursery will be subject to an additional charge of £20.00 plus £5 for every 15 minutes or part thereof.

### CHANGE OF DETAILS

It is very important that parents inform the Nursery as soon as any change in the information provided on the Registration Form occurs. This will include change of address or work details, telephone number ( home, mobile or work) details of the alternative person to be contacted, address & telephone numbers, if neither parent can be contacted or in failure to collect etc. This allows our records to be kept up to date, so that if an emergency does occur, parents can be contacted immediately.

### NOTICE OF TERMINATION

Permanent cancellations require a minimum of six weeks' notice. Parents remain liable for fees throughout the notice period. .We reserve the right to terminate a nursery place with immediate effect if a parent, carer or child displays abusive, threatening or inappropriate behaviour of any kind. No refund will be given on this occasion.

### PERSONAL BELONGINGS

The nursery cannot be held responsible for the loss or damage to any items of children's property. We will make every reasonable effort to avoid any loss or damage to personal belongings. We strongly advise all parents to dress their children in practical inexpensive items of clothing, clearly labelled with their name and to leave toys, books etc at home unless they are of a strong comfort to a child when settling in.

### WELFARE OF THE CHILD

We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law and often to a much higher standard. We will respect your child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others. Parents give their consent to such physical contact as may accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress, or to maintain safety and good order, or in connection with the child's health and welfare. Parents of children who are not potty trained must provide disposable nappies.

### BEHAVIOUR MANAGEMENT

Children who are deemed to be disruptive or are displaying inappropriate behaviour may be required to be removed by the parents from the Nursery. Willowdene will not tolerate staff being subject to verbal or physical abuse. Such behaviour will result in immediate termination of a Nursery place.

### FOOD AND DIETARY REQUIREMENTS

**DIETARY REQUIREMENTS MUST BE SUBSTANTIATED WITH MEDICAL EVIDENCE**

We will work with parents/carers to provide suitable food for children who have a special dietary requirement as diagnosed by a doctor or dietician **PLEASE NOTE:** We require medical evidence and completion of our Special Diet Form for any child with allergies. Although all reasonable care will be taken to ensure that a child does not come into contact with certain foods, unless a doctor's note is provided to substantiate this, the nursery cannot guarantee this.

Termly updates will also be required. Menus will be displayed for inspection. We endorse the promotion of healthy eating habits for the children.

**PACKED LUNCH** Due to Environmental Health restrictions we can no longer allow children to bring Packed Lunches. A cold 'picnic' option is available as part of our menu each day. Children must book this option for a minimum of a month.

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## HEALTH & MEDICAL MATTERS

If your child becomes ill during a nursery session the nursery manager will contact the parent/carer or the emergency contact indicated on the registration form. Parents must inform the nursery immediately of any changes to these contact details.

*If your child is suffering from a communicable illness your child should not be brought to nursery until such time as the infection has cleared. A full copy of the company's infection control policy is available from the nursery manager. Parents / carers are asked to refer to the illness / communicable disease list supplied for your information on minimum periods of exclusion from the nursery. Children are not permitted back to nursery following an illness until they have passed the exclusion period.*

Parents/carers are required to notify the nursery manager if your child is absent from the nursery through sickness. ***Any child who has been sent home from the nursery because of ill health will not be re-admitted for at least 24 hours. If a child is prescribed antibiotics they will not be allowed to return to the nursery for 48 hours.***

The nursery cannot administer any non prescription medicine to a child. Please see our Medicine Policy.

We reserve the right to call an ambulance in an emergency and escort your child to the emergency department of the nearest hospital. Any decisions regarding the child's welfare will then be made by the emergency department at the hospital. It is your responsibility to inform the nursery if your child is not vaccinated in accordance with their age. If it is considered necessary, information regarding children vaccinated in nursery may be shared with other parents, however, individual names will not be given.

## COMPLAINTS

Any question, concern or complaint about the care or safety of a child must be made in the first instance to the supervisor in charge. If the matter cannot be resolved at this level the matter should be referred to the nursery manager and should follow the settings complaints and compliments policy. In the event that the matter is not dealt with satisfactorily, then the parent/carer is entitled to raise the matter with Ofsted (0300 1231231)

## SECURITY

Parents/carers are welcome to visit the nursery, however we will not admit anyone without prior notification. It is the parent/carers responsibility to ensure that staff are aware of who will be collecting your child. No child will be allowed to leave the building with anyone, known or not, without prior notification.

Children will only be released to adults authorised to do so by the parents on the correct form. A password will be required if that person is not known to the staff. We only release children into the care of an adult. In an emergency situation, where the authorised adult cannot collect the child, the person who does collect the child will need to provide evidence that he/she has the authorization of the parent/carer. The child's safety will be the primary concern at all times. The Nursery will contact the parents by phone if an unexpected person comes to collect the child. We reserve the right to refuse to release a child until the parent arrives.

The Nursery operates a CCTV system which is for security and safeguarding purposes only and is not connected to any exterior network.

## DISCLOSURES

Parents must, as soon as possible, disclose to the nursery any known medical condition, health problem or allergy affecting the child, or any family circumstances or court order which might affect the child's welfare or happiness, or any concerns about the child's safety.

## LIABILITY

We accept no responsibility for any child whilst in the care of a parent or guardian on Nursery premises. We will not be liable for any loss suffered by parents, arising directly or indirectly, from Nursery closure or the non-attendance of a child for any reason i.e. sickness, holidays etc. We accept no responsibility for any damage or loss to the child's or parents property; however every effort will be made by Nursery staff to prevent this.

## GENERAL

You should be aware that the nursery occasionally takes photographs within the nursery, which may be used, in training or promotional material. Parental preference is adhered to and permission will be sought via the settings permission form which is completed at enrolment.

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### POLICIES

We operate an open access to information policy. This means that parents are welcome to view the policies and procedures under which the Nursery runs. Copies of these are available in the foyer or from our website. A brief guide is outlined below.

#### ACCIDENTS and ILLNESS

To help in the prevention of communicable infections we request that children are not brought to Nursery suffering from infection (see above.) We may require parents to collect their child from Nursery, in the event that the child appears unwell, or is, or has recently been suffering from a contagious disease/infection and there remains a danger of other children being at risk of contracting such diseases/infections

Parents will be informed of all accidents and asked to sign an 'Accident Form'. In the event of more serious accidents involving hospital treatment, the Nursery will make every attempt to contact the parents. The Nursery reserves the right to allow medical experts to act on behalf of the parents and authorize any necessary treatment should no successful contact be made. We accept no responsibility for any child contracting contagious diseases/infections during Nursery hours. Parents are informed of all head injuries as a matter of course.

#### SAFEGUARDING CHILDREN

Willowdene Nursery is under an obligation to report to the relevant authorities any incident where we consider a child may have been abused or neglected. This may be done without informing the parent/carer. Any information given by a parent regarding their child will be treated with the utmost confidentiality, except in cases where abuse towards a child is suspected. The divulging of confidential information relating to the nursery, its employees or customers to any third party is considered a breach of confidence and as such is regarded as constituting gross misconduct which could lead to summary dismissal from employment or cancellation of a nursery place.

#### BEHAVIOUR

The Nursery aims to create a positive atmosphere where children learn what behavior is acceptable. The Nursery policy is to encourage acceptable behavior by rewarding it with praise and attention. Children will also be encouraged to understand why they are being praised, thus encouraging them to repeat this behavior. When managing unwanted behavior the Nursery will aim to use positive preventative strategies. All staff are aware that it is an offence to use any form of physical punishment. Equally no child will face humiliation, be shouted at or demeaned in any way.

#### EQUAL OPPORTUNITIES

All children will be equally provided with an experience and opportunity, irrespective of race, gender, creed, religion or belief. Children develop an understanding that all people are equal, and any differences are to be enjoyed. All staff will be appointed on the grounds of qualifications, experience and suitability for the position.

#### INSURANCE

The nursery undertakes to maintain those insurances required by law. Details of these are available from the nursery manager. Copies of the current employer's liability and public liability insurance policies are displayed on the notice board at the nursery.

#### DATA PROTECTION

It is a legal requirement on the nursery to hold information about children using the nursery and its staff. Basic information is used for registers, invoices and for emergency contacts; however, all records will be stored in a locked cabinet.

The offer of a place and its acceptance by the parents gives rise to a legally binding contract on the terms of these terms and conditions. These terms and conditions are governed exclusively English and Scottish law.

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**MINIMUM PERIODS OF EXCLUSION FROM NURSERY**

To help in the prevention of communicable infections we request that children are not brought to Nursery suffering from infection. Parents are asked to adhere strictly to the following instructions and to keep children at home, if they are not fully fit.

<b>Disease/Illness</b>	<b>Minimum Exclusion Period</b>
Antibiotics prescribed	First <b>two</b> days at home
Temperature	<b>24</b> hrs after temperature returns to normal
Vomiting and/or Diarrhoea	<b>48</b> hrs
Chicken Pox	<b>7</b> days from appearance of rash
Measles	<b>7</b> days from appearance of rash
Rubella (German Measles)	<b>5</b> days from appearance of rash
Impetigo	Until the skin has healed
Scarlet Fever and Streptococcal Infection of throat	If antibiotics have been prescribed , first <b>two</b> days at home ( A person is infectious for 2-3 weeks if antibiotics are not administered therefore exclusion is for 3 weeks.)
Headlice	Until appropriate treatment has been given
Tonsillitis	Until pain free and a minimum of <b>48</b> hrs
Gastroenteritis, Food Posioning, Salmonella and Dysentry	Until considered clinically fit by a GP
Meningoccal Infection	Until considered clinically fit by a GP
Head Injury requiring hospital treatment	<b>48</b> hrs after treatment
Molluscum Contagiosum	None
Conjunctivitus	None
Hand, Foot & Mouth	<b>5</b> days from appearance of rash
Slapped Cheek Parvovirus B19	None

*Any child who has been sent home from the nursery because of ill health will not be re-admitted for at least 24 hours.*

*If your child is suffering from a communicable illness your child should not be brought to nursery until such time as the infection has cleared. Children are not permitted back to nursery following an illness until they have passed the exclusion period as shown above.*